

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
LA PAZ COUNTY, ARIZONA

THIS AGREEMENT is entered into 29 January, 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and LA PAZ COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State has approved the exchange of \$317,700.00 in Highway User Revenue Funds (HURF) to the County for construction of improvements to the County road Ehrenberg - Parker Highway from Ehrenberg to Poston, and such funds will be repaid to the State by withholding from the Western Arizona Council of Governments (WACOG) federal funds and the obligation authority for federal funds in the amount of \$397,141.00 in federal fiscal year 1999.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 22946
Filed with the Secretary of State
Date Filed: 01/29/99

Betty Bayless
Secretary of State

By Nicky V. Haenebold

II. SCOPE OF WORK

1. The County will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. Upon completion, approve and accept the project as complete and provide maintenance.

f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage after final project review is completed by WACOG representatives and State ADOT representatives.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the County HURF funds in accordance with paragraph II.1.c., d. and f. above.

b. Withhold from WACOG, federal funds and the obligation authority of federal funds in the amount of \$397,141.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

La Paz County
County Engineer
Public Works Department
1112 Joshua Avenue Suite 207
Parker, AZ 85344

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LA PAZ COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By Gene Fisher
Gene Fisher, Chairman
Board of Supervisors

By Jay Klagge
Acting JAY KLAGGE, Director
Transportation Planning


ATTEST

By Donna J. Hale
DONNA J. HALE
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 14th day of October 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with La Paz County for the purpose of defining responsibilities for the exchange of HURF funds for improvements to Ehrenberg - Parker Highway.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

**MINUTES
OF THE
LA PAZ COUNTY BOARD OF SUPERVISORS
Monday, November 16, 1998, 10:00 a.m.
Regular Meeting**

Chairman Fisher called the Monday, November 2, 1998 Regular Meeting of the La Paz County Board of Supervisors to order at 10:03 a.m. Those present were Chairman Fisher, Supervisors Edey and Barker, County Administrator Layton, Clerk of the Board Hale, County Attorney Buckelew, County Assessor Nault, Senior Appraiser Schuler, Public Works Director Riesland, Public Works Administrative Assistant Gruber, Sheriff's Lieutenant Davis, Finance Director Wilson, Chief Probation Officer Tozer, Juvenile Court Services Assistant Director Dewey, Health Director Shontz, County Recorder Wall, Public Defender Burke and Executive Secretary Parrott.

The Pledge of Allegiance was led by Chairman Fisher followed by the Invocation led by Supervisor Edey.

Approval of Minutes

SUPERVISOR BARKER MOVED to approve the minutes of the November 2, 1998 Regular Meeting (10:00 a.m.), as presented. Motion seconded by Supervisor Edey, passed unanimously.

Approval of Payroll

SUPERVISOR EDEY MOVED to approve the October 25, 1998 through November 7, 1998 gross payroll, in the amount of \$249,799.11, plus employer benefit contributions of \$33,136.39, a total of \$282,935.50, including handwritten warrants. Motion seconded by Supervisor Barker, passed unanimously.

Approval of Demands

Supervisor Barker abstained from Voucher No. X995560.

SUPERVISOR BARKER MOVED to approve the demands, as presented, in the amount of \$488,442.04, including handwritten warrants. Motion seconded by Supervisor Edey, passed unanimously.

La Paz County Board of Supervisors
Monday, November 16, 1998, 10:00 a.m.

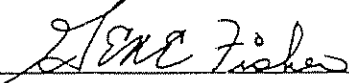
Call to the Public

Chairman Fisher asked if anyone present wished to make a comment.
There was no response.

Adjournment

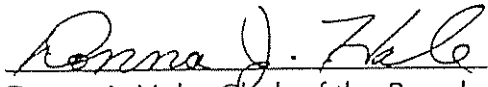
Chairman Fisher adjourned the meeting at 2:45 p.m.

APPROVED:



Gene Fisher, Chairman of the Board

ATTEST:



Donna J. Hale, Clerk of the Board

The following La Paz County demands were audited, approved and ordered paid by the Board of supervisors: #002999, The Apothecary, \$2,483.82; #003003, Arizona Public Service Co., \$12,246.83; #003008, Associated Reporting, \$3,751.10; #003012, Arizona Dept. of Revenue, \$3,295.06; #003021, AHCCS State Treasurer, \$17,673.00; #003024, AT&T, \$2,713.31; #003036, Buckskin Fire District, \$3,110.32; #003038, La Paz County, \$1,071.61; #003047, Bagy Jo, Inc., \$4,464.50; #003057, Biological Mediation Sys., \$52,231.40; #003070, Crusher Service & Supply, \$7,906.31; #003075, Colin Chambers Crane Serv., \$1,015.00; #003077, CRIT Air, \$8,208.47; #003078, Centennial Wireless, \$1,961.31; #003081, Kirk S. Cookson, \$2,186.07; #003086, Compact Storage Innov., \$4,630.89; #003088, Chiliwear LLC, \$1,217.54; #003092, Communication Access, \$2,202.02; #003093, Davis Building Supply, \$3,321.72; #003099, Dana Commercial Credit, \$2,380.40; #003108, William E. Doyle, \$10,228.18; #003110, Emerald Canyon Golf Course, \$1,694.07; #003116, Forensic Science Center, \$3,250.00; #003122, Fine Host Corp., \$29,545.75; #003124, Forensic Science Center, \$2,088.25; #003125, Grower's Oil Company, \$4,256.27; #003127, \$4,249.55; #003132, GTE Leasing, \$3,089.56; #003137, GTE Payment Processing, \$9,341.65; #003157, Hughes Supply, Inc., \$2,320.34; #003162, I. Stern & Company, \$3,766.92; #003163, Industrial Parts Depot, \$9,450.52; #003183, Lake Manor Market, \$2,179.85; #003186, Lawson Products, Inc., \$1,210.52; #003188, La Paz County Jail District, \$43,439.17; #003192, Larry Layton, \$1,107.72; #003195, La Paz Regional Hospital, \$4,246.40; #003198, Larry E. McEntire, DDS,

APPROVAL OF THE LA PAZ COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and LA PAZ COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 16th day of November, 1998.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

JANET NAPOLITANO
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-0051TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 20, 1999.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/18420

Enc.